



DEPARTMENT OF THE ARMY  
UNITED STATES ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND  
WARREN, MICHIGAN 48397-6000

REPLY TO  
ATTENTION OF

FEB 23 1998

AMSTA-AQ-SBB

Dear Offeror:

Reference my letter dated February 2, 1998 which provided questions and answers regarding the Hydraulic Excavator Program under solicitation DAAE07-97-R-X062.

I referred to our Web site, where all solicitation documents, including amendments and questions and answers were to be posted and that no hard copies would be issued.

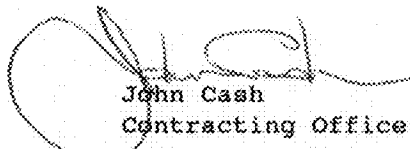
We are still having some difficulties with the Web site. The problems are being worked on and we believe they will be cleared up soon. In the interim, an updated copy of the questions and answers which includes answers to questions we were researching on the original list as well as questions we have received since the original list, and answers to those questions are enclosed. In addition, we are providing you with a copy of Amendment 0001 which extends the date set for receipt of proposals to March 17, 1998 at 3:00 p.m. EST.

We will soon be issuing amendment 0002 and many of the changes in this amendment are a result of the questions and answers provided in this letter.

If you have any questions concerning the above, please contact Mr. Sam Campanella at TEL (810) 574-7308, FAX (810) 574-7596, E-Mail: campanes@cc.tacom.army.mil

Sincerely,

Enclosures

  
John Cash  
Contracting Officer

HYDRAULIC EXCAVATOR PROGRAM - QUESTIONS AND ANSWERS 21 JAN 98  
(Revised 23 Feb 98)

1. Q - According to C.4.1, the contractor does not submit his DVD proposal and the prices for parts under the DVD until 45 days after award. C.4.2.8 states that these parts prices will include the shipping charge for DVD. C.4.1 would lead us to conclude that the price of parts, adjusted to meet DVD requirements will not be considered during evaluation of the proposals. We think this is a major oversight. In general, for construction equipment, parts sales over the life of a machine will be at least equal to the purchase price of the machine itself. In the case of the Army who buys in such large quantities at prices significantly below the price of machines to the commercial market, the parts consumption will most likely be greater than the initial price of the machine being bought, even considering the lower annual usage by the Army. When you consider the added potential cost of DVD it doesn't seem prudent to exclude DVD approach and parts price impact from the evaluation of proposals. Consider for example a soldier in Korea that orders a 50-cent O ring using DVD. The DVD "shipping charge" may well be \$10 if it has to come from the U.S. Please confirm our understanding that the RFP will not consider DVD or parts prices until after award.

A - Spare parts pricing will not be part of this contract, but will be negotiated with the winning contractor after award. In order to evaluate the cost of spare parts, we would need reliable data to estimate parts consumption over the 15-year life of the vehicle. This data is not available. Therefore, we are unable to evaluate spare parts pricing at this point in time. In addition, the price for parts that we negotiate will be based on the unit price of the part and the costs to ship to the requesting army organization from a continental United States (CONUS) distribution site. We will pay only for shipping from the CONUS site. Overseas manufacturers will need to have a U.S. distribution site. The statement of work, Section C, will be revised to reflect this clarification on the upcoming Amendment 0002.

2. Q - Please clarify our understanding that neither the written nor oral portions of the proposal ask the contractor to identify, explain, or discuss his understanding or experience with Electronic Data Interchange (EDI). We have been told EDI is the cornerstone of Direct Vendor Delivery (C.4.2) and a critical part of the Army's future logistics plans. While we would have thought this experience and capability would have been part of the evaluation criteria and risk analysis we cannot find any reference to EDI in what needs to be submitted.

A - You are correct that we are not requesting information to

assess your understanding or experience with electronic data interchange (EDI). The methodology and technology to accommodate the electronic Direct Vendor Delivery contracting process exists and is proven. It's really not that expensive to set up. Depending on what you already have, you can expect to invest under \$10,000 for a PC and other equipment, and from \$100 to \$3,000 for software. We currently have 23 or 24 contractors using DVD electronically, and have processed over 82,000 Purchase Orders with few problems. Most of these contractors are not large businesses, and several are 2-3 person operations with no background or capability for electronic commerce who have successfully met the DVD requirements. We believe the real challenge under the DVD contract is not setting up the necessary communications system, but rather the ability to fill orders from the field on time. Our assessment of each offeror's capability to perform is an important part of our overall evaluation.

3. Q - Paragraph E.6 Contractor Support of First Article Test - past PDs required the contractor to provide a SSP for government testing that included spare parts. Please confirm spare parts are not required to support FAT vehicles.

A - Since we are not testing for performance for the excavator, other than the minimal testing of the Type II rock drill, a System Support Package (SSP) will not be required. Clause E.6 requires you to provide a replacement for any part or item that fails to perform its function during the test within 24 hours of notification.

4. Q - Nowhere in the written technical portion of the proposal are the contractors asked to explain how the commercial vehicle meets the PD requirements? The only requirement is to explain changes or modifications to the commercial vehicle. Please confirm that you are not looking for any description of the commercial chassis or explanation as to how it meets the PD requirements.

A - When an offeror submits an offer, he is agreeing to meet ALL contractual requirements at the prices offered. Our market research shows that there are several commercial excavators available which can meet our requirements. We are not asking offerors to explain changes or modifications to their commercial vehicles. Under 1.2 we are asking for all commercial sales brochures for your commercial excavators as well as other information requested in the Technical Information Package (TIP) which becomes part of the contract

5. Q - Please clarify when vehicle warranty is activated. Is it at time the vehicle is accepted by the government or at time of hand off as suggested by C.8? Is it your intent that the stamping of the

effective date of the warranty on the data plate will take place in the field at time of hand off?

A - The vehicle warranty is to be activated at vehicle hand off, and the PCO is to be notified of activation, as specified in paragraph C.8. The paragraph also states that the warranty data plate will be stamped with the warranty effective date as part of the hand off effort.

6. Q - According to C 4.8.1 part shipments require a military bar code label. Please clarify if this requirement applies to single parts sold to a soldier over the counter of the local dealer where the soldier walks out with the part in his hand. Bar coding every part number ordered can not only slow parts delivery but would add additional handling cost. Please clarify the intent of this requirement.

A - We have no control over bar coding parts sold directly to soldiers by local dealerships, outside the Direct Vendor Delivery contract. All parts acquired under DVD contract must be bar coded. If, in negotiation with the DVD contractor, we mutually determine that parts may be delivered through its dealership network nearest the various units, we may revisit the bar coding requirements in those instances.

7. Q - Please clarify paragraph L.3.3 Unique Tools. You require a list of "All" tools required to perform any maintenance or repairs on the vehicles. Since this paragraph is titled "Unique Tools" does the list of "All" tools include common hand tools and wrenches?

A - Please review paragraph L.3.3 proposal submission requirements. We have provided a matrix of the tool list you are to propose. It is to include ALL tools required to support your vehicles and their attachments. Those tools which have an equivalent listed in the Supply Catalogs (SCs), provided to you on CD-ROM and hard copy, will be annotated on the matrix with the military equivalent and the SC number and page where the equivalent appears. These tools are already in our supply system, and therefore will not be considered unique. For those tools listed for which there is no equivalent in the SCs, you will include the price for each of the five ordering years of the contract, on the matrix, along with the nomenclature and manufacture/vendor identification. These tools are considered unique tools, and for each vehicle type, those tools become a set, to be priced per set at the applicable CLIN in the schedule. We will extract those unique tools and the prices for each of the 5 ordering years, and include them as Exhibits G, H, and J, covering vehicle Types I, II, and III respectively. In addition, we do not intend to set up rebuild/overhaul operations. We are not buying a depot maintenance work requirement (DMWR). However, we do need operator/unit level (10/20), direct support (30 level) and general support (40 level) tools, in essence, 10/20/30/40 maintenance levels. Tools for the level

10 maintenance concept would be basic issue items (BII). Maintenance levels are described in Exhibit F of the solicitation.

8. Q - According to C 4.2.5 TACOM plans on using at minimum, data sets 810, 850, 855, 860, 865, 997. Please confirm if TACOM is currently certified to use all data sets.

A - We are not sure what is meant by "certified to use all data sets", however, TACOM has EDI software that can accommodate over 300 ANSI X12 transaction sets. In Dec 97 we tested our Version 3050 850 transaction set, with the Defense Finance and Accounting Service (DFAS) and we were certified as compliant with their transaction set requirements. When we move to Version 3050 in a production mode, we will also be able to accept DFAS compliant 810 transaction set. Since TACOM does not pay the invoice and only uses the submitted 810 as a means to audit vendor shipments, each vendor must establish a separate Trading Partner arrangement and individually test their 810 with DFAS prior to using this transaction as an official invoice. We use the 855 in lieu of the 997 in response to the 850 to audit vendor receipt of each delivery order. TACOM will send out a 997 in response to the vendor's 810 submission. Currently, we do not use the 860 or 865 and do not have defined specifications for these transaction sets. However, based on program expansion and user requirements, we may develop these transaction sets in the future.

9. Q - PD 3.20 requires Armor Protection Kits for Type I vehicles when specified but does not include price for the armor kit in the bid proposal. Please identify where the price for the armor kit is to be identified.

A - The Armor Protection Kit will be deleted from the Purchase Description on Amendment 0002 and will not be a requirement in the solicitation. If we subsequently require development of the kit, we will negotiate that effort with the contractor, and add it to the contract by supplemental agreement.

10. Q - PD 1.2 Classification. This paragraph conflicts with paragraph 3.12 regarding operation of HYEX's at minus 40 degrees F temperature. Commercial practice is to design excavators to operate at minus 25 degrees F to 110 degrees F and then design attachment kits to extend the operating temperature range to minus 40 degrees F and 120 degrees F. Note commercial practice for design of arctic cold start kits requires the removal of the excavator air conditioner (an additional heater core is installed in the space occupied by the air conditioner condenser core). Suggest paragraph 1.2 be changed to require operation from minus 25 degrees F to 110 degrees F and

allowance for a cold weather kit for minus 40 degrees F operation (as stated in paragraph 3.12), and adding a paragraph to include a high ambient cooling kit for operation at 120 degrees F when specified, to save the Army money. Please clarify if all HYEXs configured for minus 40 degrees F to 120 degrees F per paragraph 1.2 or will some HYEXs be configured with kits per paragraph 3.12? Will a paragraph be added to the PD to specify a high ambient cooling kit?

A - Not all vehicles acquired under the contract will require arctic kits. The estimated quantities for kits are shown in the applicable Contract Line Item Numbers (CLINs) in the Schedule of Supplies and Services. For example, first year Type I production vehicle estimated quantity, CLIN 1001AB, is 28 vehicles, and the estimated quantity of arctic kits for that vehicle quantity, under CLIN 1001AC, is 10 kits. The PD Paragraph 1.2, Classification, will be changed to "minus 25 degrees F to 120 degrees F without restrictions, and when specified, minus 40 degrees F with the arctic cold weather starting kit". In reviewing the specifications for five current vehicle programs and two new vehicle programs, the high end temperature specified is either 120 degrees F or 125 degrees F with no reference to a high ambient cooling kit to meet this requirement. We do not plan on adding language specifying a high ambient cooling kit because the requirement is performance based. How you meet this requirement is up to you. Some manufacturers do not need to do anything to meet this requirement, while others may have to make some minor changes. We feel that manufacturers should know what it takes to meet this performance requirement. Therefore, no changes will be necessary.

11. Q - PD 3.2 Description and characteristics. For the Type II HYEX, does the 15,000 lb lift capacity over the side only pertain to when equipped with a heavy-duty bucket (and does not pertain to the rock drill)? Because the excavator modifications to add the hydraulic rock drill are so extensive (including adding an air compressor package driven by an additional engine), we request excluding the Type II HYEX with rock drill from the side lift capacity requirement.

A - The PD is in error. The 15,000 lb. Lift capacity does NOT apply to the Type II. PD paragraph 3.2b will be modified to add the words "Type I only".

12. Q - PD 3.2.5 Attachment hydraulic quick connect/disconnect coupler. The PD states the coupler shall not decrease bucket and stick forces by more than 5%. Note, only the TYPE III HYEX specifies bucket and stick force requirements. Please consider allowance to decrease TYPE III bucket and stick forces by more than 5% as long as the bucket and stick forces still exceed 40,000 lb and 36,000 lb minimum forces, respectively.

A - The PD, Paragraph 3.2.5, Attachment hydraulic quick - connect/disconnect coupler, the last sentence will be deleted.

13. Q - PD 3.2.5.1 Hydraulic hose couplings/fittings. We request quick disconnect fittings per SAE J1036 and deleting the last three sentences of paragraph 3.2.5.1.

A - We will not delete the last three sentences in para 3.2.5.1. They are valid requirements not found in SAE J1036.

14. Q - PD 3.2.6 Attachments for Type I. The PD is restrictive in defining the requirements (width, capacity, number of teeth, plate thickness) for both the heavy duty and utility buckets. The PD should not dictate how a contractor should design buckets, but rather should define the operational requirements of the buckets. We request elimination of the number of teeth and thickness of cutting edge (the operational requirements will dictate these to the contractor). All contractors have bucket design guidelines (including parameters for number of teeth and cutting edge thickness) based on years of experience and testing, in order to optimize the machine/bucket performance. Further, an allowance for a range of bucket widths that meet the operational requirements will permit contractors to bid commercial buckets. We request the specification requirements be changed to allow existing commercial buckets that meet operational and performance criteria. Please clarify the intent of the requirement.

A - We spoke to various bucket manufacturers who supply buckets to all major excavator Original Equipment Manufacturers (OEMs). We followed their recommendations to specify buckets in terms of capacity, material density, width, and number of teeth and shape. Our intention is to provide offerors a guideline for selecting existing, readily available commercial buckets. We do not understand how our specifications prevent you from selecting existing commercial buckets. However, the requirement for cutting edge thickness (para 3.2.6, a. & b.; 3.2.6.1, b; and 3.2.6.2 a. & b.) will be deleted.

15. Q - Commercial practice is to measure bucket widths "tip to tip". The PD specifies bucket "lip" width. Please clarify the bucket width measurement definition?

A - We define bucket width as the maximum outside point in contact with the soil. Width is measured perpendicular to the direction of the bucket during digging.

16. Q - PD 3.2.6.2 Attachments for Type III. Regarding the heavy duty

buckets and rock buckets, see QUESTION 14 to paragraph 3.2.6 above. We request the specification requirements be changed to allow existing commercial buckets that meet operational and performance criteria to be allowed. Please clarify the intent of the requirement.

Commercial practice is to measure bucket widths "tip to tip". The PD specifies bucket "lip" width. Will the Army clarify the bucket width measurement definition?

A - See our answer to questions 14 and 15 above.

17. Q - The PD, paragraph 3.2.6.2.c, is very restrictive by defining the requirements for operating weight and tool diameter for the impact hammer. Request the PD should not dictate how a contractor should design hammers, but rather should define the operational requirements of the hammer. Current commercial hammers have tool diameters of 140 mm but the current PD requirement states a minimum diameter of 145 mm. If the intent is to use a commercial hammer please consider elimination of the operating weight and tool diameter of the impact hammer. The minimum impact energy of the hammer will dictate requirements and will to allow contractors to select commercially available hammers.

A - We will reduce tool diameter to 5.5 inches (or 140 mm). Our market investigation for Type III vehicles reveals that our hammer specifications would be the minimum size and performance required to be properly matched to the excavator.

18. Q - PD 3.2.7 Crawler track shoes. Common commercial track shoe width is 800 mm (31.49"). We request reducing the minimum track shoe width for Type I to 31" to allow use of this 800 mm shoe.

A - We will revise the PD paragraph 3.2.7 to reduce the minimum track shoe width for the Type I to 31 inches or 800mm in order to maximize the use of commercially available parts.

19. Q - PD 3.5.1 Noise limits. Per commercial practice for operator protection please consider reducing the requirement for an operator sound pressure level to 80 dB(A) per ISO 6394 (IEC 86/662) and spectator noise level to 80 dB(A) per ISO 6393 (IEC 86/662).

A - The Army Surgeon General's requirement is 85 dBA. We see no need to revise this requirement.

20. Q - PD 3.13.1 Batteries and cables. It appears this paragraph conflicts with paragraphs 1.2 and 3.12 regarding HYEX operating



temperature. The PD requires maintenance free batteries to start at minus 40 degrees F. "Maintenance free" batteries are physically smaller and have lower capacity (cold cranking amps and amp-hour ratings) than "low maintenance" batteries. Our excavators use two maintenance free batteries as standard (allows starting to minus 25 degrees F). To assure starting at minus 40 degrees F, batteries with more power density are required. Our arctic cold start kit uses two low maintenance batteries, which have more power than "maintenance free" and fit into the existing space on the HYEX. A requirement for maintenance free batteries for minus 40F would require extensive modifications to enlarge the battery box (to provide space for four maintenance free batteries) and change wiring cables. We request low maintenance batteries be allowed to be part of the arctic cold start kit when specified.

A - PD, paragraph 3.13.1, Batteries and cables. The first sentence will be changed to state: "The battery shall have sufficient cold cranking amperage to start the excavator at -25 degrees F. When the arctic/cold weather starting kit is provided, the battery shall have sufficient cold cranking amperage to start the excavator at 40 degrees F".

21. Q - PD 3.14 Tool/storage box. Our standard commercial excavator contains a storage box, which is lockable with the engine ignition key. The standard machine would require modification to add a special lock to accommodate a padlock. Will our standard lockable storage box satisfy the requirement?

A - The PD paragraph 3.14 requirement for padlock eye and padlock is a firm requirement and can not be changed.

22. Q - PD 3.17 Paint. We request buckets, drills, thumbs, and hammers be excluded from CARC paint since the paint gets removed in the first few hours of machine operation. Are the buckets, drills and hammers required to be CARC painted?

A - All items normally painted for commercially sales must be CARC painted, including the items you mention in your question.

23. Q - Are off shore (foreign) manufacturers allowed to bid? Is it necessary for the manufacturer to have a plant for the specific machine in the USA?

A - "Off-shore" manufacture is not precluded by the solicitation. However, in some cases an evaluation factor may be applied to those offers not offering a domestic or eligible end product. The conditions

under which the evaluation factor may be applied are not susceptible to summarization in a couple of sentences and offerors are urged to very carefully read the DFAR clauses referenced in sub-paragraphs (b)(8) and (b)(9) of DFAR 252.212-7001 on page 50 of the solicitation. Unfortunately, the certification to implement these provisions, the Buy-American Act-Trade Agreements-Balance of Payments Program Certificate at DFAR 252.225-7006, was inadvertently left out of the solicitation and will be added by Amendment 0002 (copy of the certification is attached). Please read this certification very carefully and be sure to complete as necessary.

24. Q - Are there going to be more than one vendor awarded this solicitation?

A - No, only one contractor will be awarded a contract as a result of this solicitation.

25. Q - Can you better define the term and process of selecting the "Alpha contracting process" and what is meant "after" award of contract?

A - Alpha Contracting is an approach used in negotiated contracting. Traditionally steps in the negotiation process were performed sequentially. The Government developed the scope of work and provided it to the Contractor. The Contractor then developed a proposal and submitted it to the Government for evaluation, after which the parties would negotiate. Under Alpha Contracting, the Government and the Contractor work together to develop the scope of work and the schedule, after which the evaluation, analysis and fact finding are performed as the contractor prepares his cost proposal.

The Alpha Contracting approach will be used after award of the requirements contract to negotiate any additional supplementation to the technical manuals that may be required as a result of the joint Government/Contractor review that will begin at the Start of Work Meeting. (See Clause H.3 on page 62 of the RFP.)

26. Q - Do you request to have the commercial manuals for each Type I, II, & III machine submitted with the proposal pricing of the machine quoted? Are these manuals to be shop, operation, and technical manuals from the manufacturer?

A - Please carefully review the proposal requirements for submission of manuals in paragraph L.3.2. You must submit 3 copies of your commercial operators manual, 3 copies of your commercial maintenance (shop) manual, and 3 copies of your commercial parts manual. These sets of manuals should include all available operation, maintenance, and parts information from the manufacturer and vendors for the Type I, Type II, and Type III excavators included in your proposal. These manuals are to be submitted for our review with your written proposal.

27. Q - How do we get the missing solicitation documents missing from our file. There was no CD-ROM attached with it?

A - The CD-ROM was provided at the pre-proposal conference. Contractors who did attend the pre-proposal conference can request a copy from the PCO.

28. Q - In the solicitation is a reference for tank track shoe design. Excavators normally have a triple bar grouser - different in design. Is there any problem with this or is the potential there that the Army (DOD) will request to have these shoes on the excavators?

A - Paragraph C.9 describes the requirements for data to be included in the Transportability Report to be prepared by the contractor. C.9, 17d requires the contractor to provide track shoe pad dimensions. The track shoe pad dimensions (foot print data) drawing, was provided with the hardcopy solicitation and will also be on the CD-ROM we will provide to you. The drawing is provided simply as an example of the track shoe dimensions you will need to include in the Transportability Report. There is NO requirement for tank track shoes in this program.

29. Q - Is there any idea of the number of parts that will be ordered with each 5-year parts contract? Will the Army state within each 5 year period if parts need to be extended into the next 5-year period. (The 7-yr. requirement for supplying parts for old outdated periods is changing possibly to 5-year period).

A - We have no idea how many parts will be ordered. Since this equipment will be in the field for at least 15 years, we plan to award 3 successive 5-year contracts for parts. The second 5-year contract will be awarded prior to expiration of the first in order to ensure continuous parts coverage.

30. Q - Is the "First Article Test" (FAT) a one time requirement, or is it required for each machine at each facility point stated? Is the FAT testing required each year of the contract, or only for possible new model machines during the contract period? What is meant by "prime manufacturer" when stating for parts, the manufacturer of the machine or vendor to manufacturer of machine?

A - FAT is a one-time requirement for each vehicle type (Type I, II, and III). It is required during the first ordering year only. However, if you change your vehicle configuration or manufacturing location, the Government may require an additional First Article Test at no increase in contract price.

31. Q - Will the Army stock a minimum parts order to avoid emergency (Hi Pri). Has the Army set any % of orders from the past how many orders are (Hi Pri)/(Routine)/Low Pri)?

A - The Army will not stock any parts in support of the hydraulic excavators. All parts will be provided by the contractor under the

separately negotiated and awarded direct vendor delivery contract described in clause C.4 on page 31 of the solicitation.

32. Q - Is it mandatory to have both bar code labeling in place for MIL-STD & ANSI-AIM?

A - The bar coding requirement cites both MIL-STD-129N and AIM-BC1-1995 because the MIL-STD deals primarily with the data and placement of the bar code on the item/package and the AIM-BC1-1995 is the standard the bar code symbology must meet (i.e., bar widths, ink density, label dimensions, etc.). MIL-STD-129N para 2.3 Non-Government publications, incorporates AIM-BC1-1995 as part of the DOD standard. Para 4.2.3 of the MIL-STD-1995 cites that "bar code symbology shall comply with AIM BC1".

33. Q - Can you better qualify or elaborate the unserviceable economically reparable items?

A - Unserviceable economically reparable items are items that are broken or no longer function, but can be repaired at an economical price.

34. Q - What period of time is the parts warranty? What period of time is the machine warranty?

A - The RFP doesn't specify a period of time for the warranty of the spare parts or the vehicles. It is up to the offeror to propose the warranty period. We will evaluate your vehicle warranty based on length, extent of coverage and ease of administration. (See L.3.1.2 and M.3.1.2 on pages 82 and 91 respectively.)

35. Q - Can you better define by an example the Joint Travel Regulation (JTR)?

A - The Joint Travel Regulation (JTR) is the maximum amount the Government will reimburse its employees when on Government Travel. The amount includes a maximum amount for lodging and an additional amount for meals and incidental expenses. This information is available on the Internet. The website is: <http://cpol.army.mil/> Then select "Army Civilian Personnel Management Library". Select "Joint Travel Regulations" for travel regulations. Select "Per Diem Rates" for the current rates.

36. Q - Can you better define paragraph 4.2, column 1, of the PD. I cannot find the location for this statement?

A - Columns I and II are the last columns of the table on pages 16 and 17 of the Purchase Description.

37. Q - Are there any rock drill manufacturers that are preferred from past contacts issued?

A - No, it is up to each prime contractor to select their

subcontractors.

38. Q - How many armor protection kits are anticipated for this order? Will this package be required for Type I, II, III machines or only special ones? Is your assumption that the plating with stand 5 armor piercing bullets/sq. ft?

A - Please refer to the answer to question number 9.

39. Q - From information available this Armor protection kit would be 4" to 4.5" thick. This will add to the machine weight greatly and affect the design criteria. Has the Army (DOD) considered this? Is there any consideration from the DOD to waive the warranty or redefine the warranty to this added weight?

A - Please refer to the answer to question number 9.

40. Q - Is it the requirement for the drill to operate to 12 to 13 ft. depth with any specific manufacturer that you have had good results with?

A - The rock drill is required to operate at depths of 12 to 13 feet. It is up to each prime contractor to select their subcontractor.

41. Q - What should we do if we are in process of introducing a new model of excavator but it will not be available and the current specifications and manuals will not be available until after the proposed contract award date?

A - It is up to each offeror to decide which model to propose. Please note that for whatever model you offer, you must submit commercial manuals in accordance with L.3.2, and have a vehicle available for evaluation of the maintainability as described in L.4.4, as well as all the other information applicable to the offered model described in Section L. In accordance with C.1.1, you should be prepared to deliver the model proposed for the life of the contract. Paragraph C.3, entitled Vehicle Changes, recognizes that the commercial configuration may change during the course of the contract, and the Government reserves the right to reject configuration changes that adversely affects the program. Note that any changes approved are subject to only a downward equitable adjustment of the contract price. Note also that, as specified in C.3.5, if configuration changes are approved, revisions to all affected contractual data deliverables will be made by the contractor at no cost to the Government.

42. Q - Can you mail or fax a clean copy of Exhibit R. I am unable to read this form clearly.

A - A clean copy of Exhibit R was provided at the pre-proposal conference. A copy of Exhibit R is attached.

43. Q - If we have had not "recent relevant" contracts in the past 3

years should we include a brief summary of contracts that we have held prior to 3 years to show some past experience? For example, we did have a contract for excavators with the Air Force which ended in 93.

A - No, we don't want any information over 3 years old. Remember though that this requirement for submission of past performance data includes commercial contracts as well as Government contracts. So, unless you're a new company, you should have some past performance data to give us. If you are new and have no Government or commercial contracts for our review, please specifically state that. You will then be given a neutral rating.

44. Q - Page 85, L.6.1.b. states "Information reflected in the past performance chart provided with the executive summary". Is this Exhibit R? If not, what is this referencing?

A - Yes, Exhibit R is the chart that Section L states was attached to the Executive Summary. Section L is in error. We will correct this when we issue Amendment 0002.

45. Q - Page 82, L.3.2 - You are requesting three sets of manuals for each vehicle configuration. If we are providing one set at the pre-bid conference, does this count as part of the three required?

A - Yes, it does. If you provide one complete set of all the manuals early, you need only provide two additional sets with your proposal.

46. Q - Page 82, L.3.2 - If Type I and Type II are the same model excavator do you expect six machine operator manuals or just additional set of 3 manuals for the items unique to each type of machine? For example, 3 sets of manuals for the rock drill for Type II and all other manuals submitted for Type I would apply so we would only have to submit three machine operator manuals.

A - We will clarify the first paragraph of L.3.2 as follows:

"All manual information shall be submitted in writing; do not address manuals in your oral presentation. Provide three complete sets of your existing commercial manuals for each of the vehicle configurations being procured. Because the Type I and Type II vehicles are required to be the same base model (PD paragraph 1.2.1) you may submit three copies of two sets of manuals, one supporting the Type I and Type II, and the second set supporting the Type III. You shall also provide any additional data regarding the attachments for each vehicle type. You must clearly describe the intended differences in the separate Type I and Type II manuals to be delivered under the contract. Your labor estimates and rationale must support the differences. If you do not have separate operator, maintenance, and parts manual(s)..." The remainder of L.3.2 is unchanged.

47. Q - Purchase Description - page 14 - 3.20 Armor protection kit. This reads " Type I shall have an armor protection kit (when specified)". I do not see a CLIN number that specifies this

requirement, so I assume none of the units have this requirement. Therefore we can ignore this reference. Is this true?

A - Please see answer to question number 9.

48. Q - DFARS 252-233-7000 shows up on the Internet as Deleted by DAC 91-12. Has this been replaced? If so, where is a copy available?

A - This clause entitled, "Certification of Claims and Requests for Adjustment or Relief" was deleted by Defense Acquisition Circular 91-12. There is no replacement. We will delete this clause, which is at subparagraph b(20) of clause 15 on pages 50/51 on Amendment 0002.

49. Q - Page 65, Standard Form 33 - DUNS Number. Where can I get this form?

A - This solicitation does not use the SF33; the signature page of the offer is the SF1449. Please place your DUNS number at the bottom of the SF1449. If you do not have a DUNS number, please refer to the instructions in provision 21 on page 65, subparagraphs (c or (d) as applicable, to obtain one.

50. Q - Page 67, Clause 22 Note above c. (4) and (5)- What is definition of Simplified Acquisition Threshold?

A - Simplified Acquisition Threshold: Refers to the maximum dollar value of a contract that can be awarded using the simplified acquisition procedures described in FAR Part 13. For the acquisition of commercial items, the simplified acquisition threshold is \$5,000,000. Since the value of this award is considerably more than \$5,000,000 simplified acquisition procedures do not apply.

51. Q - Page 48, Clause 12. (b) (11) - FAR clause 52.225-9 is not included in this solicitation. Is this a correct interpretation?

A - FAR Clause 52.225-9 is not included in this solicitation. Clauses related to Buy American Act and Trade Agreements are included in the solicitation under DFARS Clause 252.212-7001 Clause 15 (b) on page 50. Also, see answer to question 23 which is related.

52. Q - Page 73 - The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation. I interpret our "supplies" is the excavator or other items (CLIN Number items) we are supplying on contract. Is this a correct interpretation?

A - DFARS clause 252.247-7023, Transportation of Supplies by Sea, is attached in full text to this letter. The clause gives you definitions which will enable you to make this determination.

53. Q - After review of the bid specifications for the hydraulic excavators, I noticed that the machine quantities specified for type II and type III on program years 1 and 2 listed on pages 2 through 13 do not match the delivery location quantities listed on pages 36 and 37. It seems that the numbers are reversed. Could you please let me know which is correct?

A - The quantities listed on pages 36 and 37, clause C.8.e. for program years 1 and 2 for the Type I and Type II excavators are incorrect. The correct quantities are found in the Schedule, pages 2 through 13. We will correct the quantities on clause C.8.e on Amendment 0002.

54. Q - Under the Buy American Act described on pages 69 and 70, will there be a penalty for vendors who source their products outside of North America and if so, what is the penalty? Our products are built in the U.S. and we need to know if we will have a price advantage over other vendors.

A - Please refer to the answer to question number 23.

55. Q - I would also like to know if the bid offer due date could be extended beyond 2/27/98 since our company was on holiday shutdown from 12/23/97 through 1/5/98 and the amount of work required to complete this bid will be very extensive. At the present time, it will be difficult for us to complete this bid in the time required even with a re-focus of our current manpower used for other projects.

A - We are extending the date for submission of proposals to March 17, 1998 at 3:00 PM EST.

56. Q - Can the due date for proposals be extended by 30 days?

A - Please see the answer to question number 55 above.

57. Q - Paragraph C.7.1.1, mentions Form DA Form 2028-2 required with commercial manuals. We are unable to identify this form.

A - C.7.1.1 The Form 2028-2 "Recommended changes to Equipment Technical Publications", is a Form for Technical Manual (TM) users to inform the publications manager of errors or possible improvements to procedures covered in the TM. There are three usable forms, and one example form printed with each TM. A sample form is attached to this letter.

58. Q - Page 33 describes Bar Code Labeling required for each unit pack and individual, palletized loads. Does the machine need a bar code label as well?

A - Bar code labels are not required on the excavators themselves.

59. Q - Exhibit N, Para 3.1: This paragraph as written appears to call out Parts Provisioning List with Cross Reference Index. It is assumed that drawings are 'not' required. Is this correct?

A - First, we are revising paragraph 3.1 of Exhibit N to delete the requirement for part prices for delivery CONUS and OCONUS, as we will acquire this information as part of the DVD contract we will negotiate with the contractor who wins this requirements contract. We require only one Parts Cross Reference List, showing Manufacturer's CAGE Code and Part Number, Vendor CAGE Code and Part Number, and any applicable



Government furnished National Stock Number. Drawings are not required for the parts list cross-references required as supplemental data to your commercial parts manual. Line Art is needed in your commercial parts manual identifying the parts locations, keylined to numbers corresponding with your numbered parts list.

60. Q - DD Form 1423-2, Data Item No. A003, B001, C001: Need clarification to the statement: "Government will print manuals". Does the government intend to print manuals for the overpack requirement? If so, will the government also be responsible for assembling into covers? Exhibit N 6.a indicates that the contractor is required to prepare the labels for the "Army" covers. Need clarification on contractor's responsibility for final overpack manuals. Also need clarification on the 3 asterisks (\*\*\*) shown under Block 14a. for Data Item No. B001.

A - DD Form 1423-2, Data Item No. A003, B001, C001: The Government will print the manuals from the final reproducible copy of your commercial manuals incorporated with the supplemental data identified in C.7.1 and any additional supplemental data negotiated after contract award. The contractor will assemble all of the material creating ideally, nine Technical Manuals. These will include an operator's manual, a maintenance manual, and a parts manual for each of the three types of excavators. Data for the TM covers will be provided to the successful offeror. The Government will then print the manuals from the Final reproducible copies, and provide these manuals to the contractor for overpack, three each, with the respective excavators. The addressee with the three asterisks should have been two. The addressee above that with two asterisks should have been one. An updated DD Form 1423 will be provided for TYPE I, II, and III publications requirements on Amendment 0002.

61. Q - Will there be further specifications for the Armor Protection Kit, PD 3.20?

A - Please refer to the answer to question 9 above, which is related.

62. Q - Clause C.11.1: What MIL Std. is required for Health Hazard Assessment? Is the contractor allowed to use their own assessment or must contractor use MIL Std. 882B? Also, what is the procedure for performing 85dBA noise profile?

A - There is no MIL-STD requirement for the Safety and Health Hazard Assessment Reports. Please use the scope of work provided in the solicitation and provide the report in your own format. A procedure for performing noise profile can be found in the cited SAEs.

63. Q - Clause 3.12: Arctic Cold Weather Starting Kit. Commercial cold weather starting kits use 110 volt heaters. The last statement excludes the use of external power meaning that 110-volt power would not be permitted, thus requiring special fuel-fired heaters and piping and special heat exchangers to make use of the fuel-fired heater. Is that what you expect?

A - First, Clause 3.12, arctic cold weather starting kit will be changed to the following: C.3.12 Low temperature start and operation. We expect that you will provide what ever is necessary to meet the stated requirement in Clauses 3.12 and 4.3.6 of the PD. Revised PD paragraphs 3.12 and 4.3.6 are attached to this letter.

64. Q - Is top-down breakdown required for the parts list?

A - For a repair parts list in a parts manual, top down breakdown is our traditional approach to the provisioning process that facilitates the development of the indenture level of an item and its relationship to other parts assemblies and components of the vehicle. But because we are using commercial manuals, including parts books, (which will be evaluated for completeness and usability) your commercial format is what we are expecting to see.

65. Q - New Parts: We offer component exchange programs on high dollar components such as hydraulic pumps. These would be rebuilt using new parts but older cores. Is this acceptable?

A - Yes. We will add the following to end of paragraph C.4.9: If your normal commercial practice uses remanufactured parts, they may be added to your parts catalog. They must be easily identified as remanufactured parts and have different part numbers assigned versus the new parts. Appropriate price discounts shall be applied to differentiate the remanufactured parts from the new parts.

66. Q - Where will the low temperature test be conducted? Does TACOM have a facility large enough to contain the whole machine?

A - The low temperature test will be conducted in Aberdeen Proving Ground, MD, by the Aberdeen Test Center (ATC). ATC has a large cold room that can accommodate the vehicle.

67. Q - What is the purpose of the armor plating, since the operator compartment is not required to be protected? Machine components can be replaced and the use of anti-tank missiles could be used to destroy the machine. This machine would not be a key target for the enemy.

A - See our answer to question number 9.

68. Q - How did you identify the quantity of machines required per your budget without knowing the price of the machines?

A - We did a thorough market investigation, contacted several local dealers, used trade magazines, checked web sites, and contacted individuals via phone calls. Using the figures that we compiled, we estimated that with the current funding profile, we could buy the quantities of vehicle identified in the solicitation, which are estimates only, used for evaluation purposes.

69. Q - Is the requirement for manuals, 1) commercial manuals with

supplemental data in the initial contract and upgrades later or 2) commercial manuals in the initial contract and supplemental data and upgrades to be negotiated later?

A - Supplementation as described in C.7 must be delivered under the contract and should be included in your price. After award and in accordance with H.3, we will require additional supplementation. This will be negotiated with you after award using the Alpha contracting.

70. Q - If a delivery order is issued in year one for delivery in year two, would the purchase price be based upon year one or year two pricing?

A - Prices are based on ordering year and not delivery date; using the example in your question we would use year one price in the order.

71. Q - Page 59 of the pre-proposal conference briefing charts, question 15, Type II with drill. We need to show two weights, not one, correct?

A - Question 15 of the Technical Information Package will be changed to refer to only the operational weight of the Type I vehicle.

72. Q - Page 59 of the pre-proposal conference briefing charts, question 13, height on trailer? Is this what you want?

A - No, just the height of the vehicle itself. The vehicle cannot be higher than 10 feet, - 2 inches or 122 inches.

73. Q - Is the armor protection package part of this bid or has it been discontinued?

A - See our answer to question number 9.

74. Q - How many armor packages are anticipated?

A - See our answer to question number 9.

75. Q - If the armor exceeds engineer specifications, normally how to deal with warranty? Negotiate?

A - See our answer to question number 9.

76. Q - When costing manuals, page 34 of pre-proposal briefing charts, how do we cost Military Unique Requirements?

A - We expect the contractor to analyze the data needed to support the military unique requirements such as those on the charts 34 and 57 of the presentation. You are to price that effort accordingly. Your

estimated hours and page count should be included on the Publications, Labor and Work Estimate Sheet in Section L, Figure 1.

77. Q - Is Attachment D, AMC Form 2889-R-E, AOAP Candidate Enrollment Nomination to be submitted with the written proposal?

A - No, it is to be submitted 180 days after contract award in accordance with C.6 and the Contract Data Requirements List (CDRL).

78. Q - What is the expected hour usage for six (6) months of field usage? Need this for the ISKs.

A - An estimate based on field usage is 650 hrs.

79. Q - How do we get bid results and award results?

A - All offerors will be notified within 24 hours after award is made. All information required by the FAR will be provided as well as debriefings.

80. Q - Does a large business have to comply with FAR 52.219-8 and 52.219-9?

A - FAR 52.219-8 clause applies to both large and small businesses. FAR 52.219-9 clause applies only to large businesses.

81. Q - If all units (vehicles) to a location are to be shipped at once - example a location will receive 8 units (vehicles), who pays for storage until all 8 units (vehicles) are ready to ship at one time?

A - Our intent is to order all vehicles going to a particular location in a particular program year on the same delivery order, and they will all have the same required delivery date. All vehicles will be shipped on a Government Bill of Lading. Therefore, it is possible all vehicles going to a particular location may not leave your facility on the same day. You will be responsible for storing the vehicles. Our goal is to have you hand-off all vehicles going to a particular location, one time, per program year. However, this may not always be possible, and you may be required to do multiple hand-offs at some locations as required by paragraph C.8. The only time the Government would pay for storage of vehicles, as set forth in paragraph C.16, is if there is a Government-caused delay in performance which requires storage of vehicles. Under contractor caused delays requiring storage, the contractor is responsible for the cost of storage.

82. Q - PD Paragraph 3.2.2 Cab: Requires a commercial vandalism protection kit for all vehicles. Our vandalism guards consist of metal covers for the cab door glass and front windshield only. Type III machines equipped with impact breakers (hammers) require a wire mesh

screen on the front windshield. Commercially, normal practice is to substitute wire mesh screens for metal covers on machines with hammers. Will the wire mesh screen satisfy the vandalism protection requirements on Type III machines?

A - We assume that you mean substituting the vandalism protection kit for the front window with the wire mesh screen, and providing the vandalism protection for the remaining windows. Yes, the wire mesh screen will satisfy the vandalism protection requirements for the front window for Type III machines and you shall provide vandalism protection for the remaining windows. PD Paragraph 3.2.2, Cab, will be changed to state this requirement.

83. Q - PD Paragraph 3.2.6.2: Attachments for Type III. A spade point is not commercially offered for the impact breaker required in the HYEX solicitation. The spade point is commercially offered only for much smaller impact breakers which deliver approximately 20% of the impact energy required in the HYEX solicitation. Please consider eliminating the requirement for a spade point with the hammer.

A - We agree with the removal of the spade point for the impact breaker. PD Paragraph 3.2.6.2.c and Scope of Work paragraph C.12, item 7, will be changed to reflect the removal of the spade point for the impact breaker.

84. Q - PD Paragraph 3.8 Engine: The PD requires the 3.5" diameter for the fuel tank filler neck. Our commercial fuel filler neck is 3.37" in diameter. Amendment 0002 to PD paragraph 3.11 for the VIBES solicitation (DAAE07-97-R-X069) stated TACOM wanted a commercial fuel tank filler neck. Please consider amending the PD to accept a commercial fuel tank filler neck?

A - The PD, paragraph 3.8, third sentence will be changed as follows: Fuel tank filler necks shall have a minimum size of 1.5 inches outside diameter with a removable screen, and have sufficient air release clearance.

85. Q - PD Paragraph 3.11 Fluid Drains: Does this paragraph pertain to both the engine and hydraulic system? Is there an SAE/ISO spec defining the type and size of coupler which satisfies the requirement?

A - The SAE J1069 cited in this paragraph states "any oil compartment" and may also be "applicable to other fluid compartments." We interpret this to include the hydraulic system along with the engine system. Concerning the quick-disconnect coupler system, it is up to you to design a system that will meet the requirement of the PD and the recommended practice of the SAE.

86. Q - Ref. CDRLs A003, B001, C001, and Section C, paragraph C.7.1.4

The COTS with Army Unique Supplemental Data Validated Draft Equipment Publications (VDEP) is currently scheduled for 165 DAC. Section C, paragraph C.7.1.4, second sentence states that the COTS with supplemental data will accurately reflect the Army machine configurations, including incorporating the results of testing. Since the validated supplemental data is required at 165 DAC, 15 days prior to FAT, how can changes as a result of FAT be incorporated into validated COTS and supplemental data material?

A - We will change the delivery dates for the publications on the CDRLs. With this change in publication deliveries, our comments are due at 375 DAC to you. You then have 15 days to make changes and return to us, 390 DAC. Our portion of FAT ends at 360 DAC which gives us 30 days for any changes plus final review resulting from our FAT. Further, during the course of our FAT, you will be notified of any failures through test incident reports, (Refer to para E.7), so you'll know what, if any, changes are required before the final product is delivered.

87. Q - Ref. CDRLs A004, B002, and C002 and Publications Requirements, paragraph 4d. The delivery of ETMs and electronic files are scheduled for Government review at 360 DAC. The Publications Requirements, paragraph 4d states ETMs will be validated concurrent with the COTS with supplemental data scheduled at 165 DAC. Is it the Government's intent for preparation and validation of electronic data files and ETMs at 360 DAC or 365 DAC?

A - We will make a change to Exhibit N, paragraph 4.e. This change will eliminate the requirement to deliver ETMs and COTs with supplementation concurrently and will require you to deliver the ETMs and COTs with supplementation in accordance with the CDRLs. ETMs and electronic data files shall be delivered at 360 DAC. We will review and provide additional comments and acceptance within 30 days. Final ETMs and electronic data files are required at 420 DAC.

88. Q - Page 72 of solicitation, Uniform Freight Classification. Can we supply the U.S. Department of Commerce's Standard Classification of transported goods instead of UFC?

A - No, the National Motor Freight Classification (NMFC) and Uniform Freight Classification (UFC) are the publications we use at TACOM, and our established database for obtaining the rates we use in transportation evaluation will not accept anything but NMFC and UFC data.

89. Q - The Electronic Data Interchange Guide handed out at the pre-proposal conference is shown as revised in February 1997. I also have a later edition dated July 1997. Will this cause a problem?

A - The February 1997 and July 1997 Implementation Guides are basically the same. The July 1997 guide is easier to read and does have a more current version of the various EDI transaction sets. If you have a copy of each, use the July 1997 version. Since the Defense Finance and Accounting Service (DFAS) has made changes to the delivery order format, we are in the process of updating our specifications anyway, so we will be sending out a new revision soon. These changes are not major and will not impact the ability to do DVD.

90. Q - Are the questions and answers on the internet somewhere? I do not find a link to them from the website listed in the Executive Summary.

A - The website address listed in the Executive Summary is correct. We will put the questions/answers on the website as soon as possible.

91. Q - You are requesting three sets of manuals to be submitted with the offer. This many manuals translates into about ten boxes. We would like to ship the manuals early. Is this possible? If we can do this, who should we mail these to? How will these manuals then get married up to the offer?

A - On page 2 of our Executive Summary we request that complete sets of the commercial manuals be submitted to the Contracting Officer prior to the proposal due date. We have rethought this and decided that offerors should deliver the commercial manuals along with the rest of their proposal. The instructions for delivery of the proposal appear on pages 3 and 4 of the Executive Summary. Offerors are cautioned to follow these directions carefully, including identifying the solicitation number on the face of all packages along with the address of Bid Opening. Note that offers received at the address specified for the receipt of offers AFTER the exact time specified for receipt of offers will NOT be considered (subparagraph (f) of clause 31, pages 78/79 of the solicitation).

92. Q - Clause L.7 Oral Proposals, indicates that you will schedule oral presentations by offerors "as soon as possible after the closing date for receipt of proposals". Since we will be including people from many different areas, we request three weeks notice to ensure the appropriate representatives will be able to attend.

A - Oral proposals are tentatively scheduled from March 30, 1998 through April 10, 1998. These dates are based on the current date set for receipt of proposals which is March 17, 1998.

93. Q - Please discuss intent of clause H.7, page 63 of solicitation, "Notice of Possible Standardization"?

A - The intent of the clause is to advise offerors that the fleet of vehicles we'll acquire under this contract may be classified standard. Should we require additional vehicles after this five year requirements contract is completed, we reserve the right to buy those additional, standard vehicles from the same contractor, on a sole source basis, without conducting a new competition, under FAR 6.302-1

authority.

94. Q - Work Lights, PD paragraph 3.2.1 - Providing rear lights is not commercial practice since the machine swivels. We were told the rear facing work lights were for when using hand tools. Because Type III excavators do not require hand tools, we request the requirement for rear lights be removed for Type III excavators.

A - Our requirement is for two overhead lights mounted on the cab, two boom mounted lights, and two rear mounted lights. All lights shall be easily adjustable. The reason for the two rear mounted lights is for safety during nighttime operation and in all weather conditions. Therefore, rear mounted lights will add a measure of safety for the operator and surrounding personnel.

95. Q - Hydraulic hose couplings/fittings, PD paragraph 3.2.5.1 - The high frequency and high pressure hydraulic pulses generated by a hydraulic hammer cause commercial hydraulic quick disconnect fittings to leak. There is no commercial quick disconnect fitting that will work in a hammer application, and all competitors will have this problem. Commercial practice for hammer applications is to install a manual shut-off valve to the end of the stick to block the hydraulic flow and then to remove the two hydraulic hoses to the hammer. A small amount of oil must be collected from the hoses when the hammer is disconnected. We request an allowance for the manual shut-off valve for Type III, per commercial practice, to improve reliability and durability.

A - The use of a manual shut-off valve for the hydraulic hammer is acceptable. After the first sentence in PD paragraph 3.2.5.1, we will add the following sentence, "The use of a manual shut-off valve with a standard fitting in lieu of a quick coupler is acceptable for use with the hydraulic impact breaker".

96. Q - Attachments for Type II, PD paragraph 3.2.6.1 - Please confirm that the drilling rate (4) includes only drill time and does not include set-up time?

A - The minimum drilling rate in PD paragraph 3.2.6.1 a(4) does not include set-up time.

97. Q - Regarding paragraph C.19 CAMOUFLAGE LINE ART DRAWING (ELIN A007) - Is the contractor required to produce the camouflage drawings depicting the 5 views of the machines or does the Army simply want electronic files depicting the 5 views of the machines so the Army can produce the camo line art?

A - The contractor is required to provide electronically the LINE ART DRAWINGS depicting the five views. The Army will produce the



camouflage line art from those drawings.

98. Q - Clause L.5 (Price) requires offerors to separately describe the basis for pricing each government unique requirement. Please identify what you consider a "government unique requirement". Can you identify these by CLIN numbers or specification requirement? Without this determination it is difficult to determine what needs to be explained separately.

A - A "government unique requirement", as referred to in L.5, means any requirement/item in the purchase description which an offeror doesn't normally provide to their commercial customers. For any requirements that aren't normally offered to a commercial customer, the offeror must explain the basis for their price. Our intent is to verify the reasonableness and realism of items/requirements not priced commercially.

As the above definition implies, we can't provide an exhaustive list of government unique requirements applicable to all offerors. One offeror may include a required item in their commercial excavator that another offeror doesn't.

Nevertheless, here is a list of several items/requirements in the purchase description which are probably "government unique" for all offerors. We showed this list at the pre-proposal conference.

- Rifle Brackets
- J Hooks
- Lift Overload Alarm
- Hydraulic Hand Tool Fittings
- Military Lubricants
- Data Plates
- Oil Sampling Valves
- Slave Receptacle
- Tool/Storage Box
- Slinging and Tiedown Provisions
- Chemical Agent Resistant Coating (CARC) Paint
- Decontamination Bracket
- Fuel Filler Neck
- Use of JP-8 Fuel
- Highway Transport Height on M870 Trailer

99. Q - L.3.2 Manuals: You request a "milestone schedule for all data furnished". What do you mean? Since there are to be publication meetings to discuss requirements, how can we predict what will be done when we don't know all requirements. There is no problem stating we can meet the delivery requirements, but I don't understand the requirement for the "milestone schedule".

A - You should understand the requirements, as they are clearly specified in the scope of work for manual supplementation in C.7, and there is a delivery schedule for submission of that data specified in each applicable Exhibit Line Item Number (ELIN) in the Contract Data Requirements Lists, Exhibits A, B, and C. The purpose of the L.3.2 milestone schedule along with all the other data in L.3.2 you must submit with your proposal is to demonstrate to the proposal evaluators your understanding of the level of effort required to develop the data and deliver it on time. A mere statement that you can meet the delivery requirements will not instill confidence in the evaluators of your understanding of the requirements, and ability to perform under contract at an acceptable level of risk, which is essential in a best value evaluation. Please also review paragraph M.3.2 which describes our risk assessment and evaluation of the manuals element.

100. Q - L.3.3 Unique Tools: This clause requires us to identify tools required from the Supply Catalogs (SC) to determine if there is an equivalent to the tool required. Example, a hydraulic puller is required to remove the pins on the boom and stick cylinders. SC 4940-95-B02 lists a hydraulic ram, NSN: 4320-00-810-6776, but the description of the ram in the SC and Haystack is vague making it difficult to evaluate its capabilities. Poor SC tool descriptions may cause thousands of dollars of unique tools to be added that are already supported in the Government system. For comparison purposes, is there a more detailed description of the tools listed in the tools SC available and where can it be found?

A - This question is currently being researched and will be addressed as soon as possible.

## ENCLOSURE

3.12 Low Temperature start and operation. The excavator shall start within 5 minutes and operate within 15 minutes of starting while in the temperature range of 120F to minus 25F without the use of an external starting aid or arctic/cold weather starting kit. The excavator shall start within 45 minutes and operate within 15 minutes from minus 25F to minus 40F with the use of an arctic/cold weather starting kit. For the purposes of this paragraph, "operating" is defined as the ability to actuate all hydraulic functions throughout their full range of movement and the ability to move in both forward and rearward direction.

4.3.6. The HYEX shall be subjected to a low temperature test, consisting of cold soak and two consecutive starts, at minus 25F. Then the HYEX shall be subjected to a low temperature test, consisting of cold soak and two consecutive starts, at minus 40F. Temperature stabilization at minus 40F shall be measured at the following locations:

- a. In the two center cells of each battery between the plates and at mid-depth of the electrolyte.
- b. In the center of the hydraulic system reservoir.
- c. In the engine oil system.
- d. In the engine coolant.

The excavator shall be started at minus 40F with preheating with the assistance of the Arctic/cold weather starting kit. It shall start within 5 minutes of initial attempt, not including 45 minutes preheat time. Smooth engine running without unnatural or continued control manipulation shall be attained within 15 minutes after starting. After the engine operation has stabilized and the hydraulic fluid has been allowed to reach proper operating temperature, all excavator functions shall be operated. Failure to start at either minus 25F or minus 40F within 5 minutes, failure to obtain a smooth running engine within 15 minutes, inability to operate or perform any excavator function or evidence of damage, deformation, breakage, or leakage of fluid, shall constitute failure of this test.

ENCLOSURE

BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS  
PROGRAM CERTIFICATE DFARS 252.225-7006 (JUN 1997)

(a) Definitions.

"Caribbean Basin country end product," "designated country end product" "domestic end product" "NAFTA country end product" "nondesignated country end product" "qualifying country end product" and "U.S. made end product" have the meanings given in the Trade Agreements and the Buy American Act and Balance of Payments Program clauses of this solicitation.

(b) Evaluation.

Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product (as defined in the Buy American Act and Balance of Payments Program clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify and certify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as "U.S. made end products" but do not meet the definition of "domestic end product":

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(insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

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(insert line item number) (insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

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(insert line item number) (insert country of origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

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(insert line item number) (insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

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(insert line item number) (insert country of origin)

(vi) The Offeror certifies that the following supplies are other nondesignated country end products.

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(insert line item number) (insert country of origin)

(End of provision)

ENCLOSURE

TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

As used in this clause--

(a) Definitions.

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer.

The Contractor shall describe these shipments in the following format:

| ITEM        |
|-------------|
| CONTRACT    |
| DESCRIPTION |
| LINE ITEMS  |
| QUANTITY    |
| TOTAL       |

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(End of clause)





